November 2026

General terms and conditions for OREV ApS, CVR no. 35890890

1. Scope

These terms and conditions apply to all contracts entered into with OREV ApS ("OREV") unless expressly derogated from by separate agreement. OREV solely enters into agreements to deliver products and services ("Deliverables") to wholesalers, and the Customer is considered a wholesaler irrespective of its organizational structure. When ordering or purchasing products or services from OREV the Customer accepts that these terms and conditions form part of the agreement. These terms and conditions can be found at OREV's website.

2. Offers

All prices and other conditions indicated in offers submitted by OREV are only valid until expiry of the offer. If the Customer wishes to make changes of any kind to an offer submitted by OREV, the offer in question is no longer binding on OREV. After expiry of the validity of an offer, the offer lapses without further notice. OREV will submit offers, quotations, tenders in accordance with OREV's own terms and conditions and not in accordance with AB92, AB18 etc. Exceptions can be made and will be subject to individual negotiations.

All prices are exclusive of drawings, QA report and additional warranties which are not part of OREV's terms and conditions.

3. Prices

All prices are expressly agreed between the Customer and OREV. All prices are exclusive of VAT, taxes, freight and installation costs unless otherwise expressly agreed in writing.

OREV may demand separate payment and fees for additional installations, services, functions, facilities, one-off services, etc. that are not specifically included in the offer.

Discount rates and prices agreed apply for the current calendar year, unless otherwise agreed by the parties.

4. Payment

The Customer must make all payments no later than fourteen (14) days from the date of the invoice. Payment must be made in Danish kroner (DKK) unless otherwise expressly agreed. For payments made by the Customer to OREV, the Customer pays all local bank fees and other transaction expenses. OREV pay only local bank charges.

Invoices and late payment reminders will be sent through OREV's preferred invoicing system (e-conomic) unless otherwise agreed. Non-payment or late payment of invoices will be handed over to a creditor company at OREV's discretion.

OREV is entitled to charge interest from expiry of the due date of payment until payment is made. Such interest constitutes two (2) per cent per month commenced on the principal owed by the Customer. The Customer must provide OREV with billing information, including e-mail address, and must notify OREV of any subsequent changes of the billing information. The Customer must indemnify OREV for losses which are due to incorrect billing information.

If for the purpose of making payments the Customer requires that OREV creates an account in Customer's own IT system or other payment solutions at the Customer's option or request, OREV has the right to charge a fee.

Any terms of payment other than those mentioned above must be agreed in writing.

5. Delivery

The place of delivery is EX. works (Incoterms 2020). OREV's place of business is **Cecilievej 12, 5270 Odense N, Denmark**.

The time of delivery is agreed on a case-by-case basis for each individual contract. If the agreed time of delivery is exceeded by more than thirty (30) days, the Customer is entitled to cancel the purchase. The Customer does not have any rights to remedies for breach of contract against OREV in the event of late delivery other than as mentioned above.

6. Complaints

The Customer must carefully inspect the deliverables for damage and defects immediately after delivery. The Customer must submit their complaint in writing to OREV immediately a defect in the deliverables has or should have been noted. OREV's liability for defects expires twelve (12) months after delivery. In the event the Customer submits a complaint to OREV, OREV is entitled, at its own discretion, to remedy the defects by repair, replacement or a refund of the purchase price. The Customer does not have any right to remedies for breach of contract against OREV as a result of defects other than as mentioned above. OREV issues no guarantees or indemnities concerning the deliverables. All expenses incurred by the return of one or more products are borne by the Customer.

7. Service and maintenance agreements

For service and maintenance agreements entered with OREV, the Customer is responsible for contacting OREV well in advance to coordinate the next service visit.

8. Liability and compensation

The Customer carries the full responsibility for verification of the intended area/scope and dimensioning of the deliverables as regards the Customer's intended use. OREV cannot be held liable if, after delivery, the dimensioning of the deliverables is found to result in another irrigation pattern than presumed by the Customer.

Following discussion of the issue and by agreement with the Customer, OREV is be liable for the Customer's loss pursuant to the general provisions under Danish law, provided the conditions for such liability have been met and subject to the limitations set out in these terms and conditions.

OREV has taken out a standard liability insurance and the Customer's claims against OREV can never exceed the maximum coverage provided by that insurance which totals DKK ten (10) million.

OREV can under no circumstances be liable for any indirect losses including loss of profit, loss of production and loss resulting from deliverables from OREV which cannot be used as intended, or loss as a result of the cancellation or breach of an agreement with a third party to the extent such damage is covered by OREV's liability insurance. The same applies to any advisory services OREV may have provided to the Customer. The Customer's claims against OREV can never exceed the sum total of each contract to supply.

The Customer has a duty to strictly adhere to OREV's instructions and recommendations regarding the use of the deliverables at all times. Defects resulting from inappropriate and/or incorrect storage or use by the Customer or a third party cannot constitute grounds for a complaint against OREV. Any return freight is always at the Customer's expense.

9. Liability for property damage caused by the deliverables after takeover (product liability)

OREV is be liable for damage caused by the deliverables after takeover pursuant to the general provisions of Danish law.

However, OREV's liability is limited to the insurance coverage provided by the product liability insurance taken out by OREV for DKK 10 million.

The Customer must indemnify OREV any expenses if OREV incurs liability towards a third party and this liability exceeds OREV's liability towards the Customer as provided by these terms and conditions. OREV will not under any circumstances be liable for loss of operation, loss of profit or other consequential financial losses.

If a third party raises a claim against either party for compensation under this clause, the party in question must immediately notify the other party accordingly.

10. Force majeure

The Customer is not entitled to raise claims against OREV if the failure to deliver or the missing functionality is due to circumstances beyond OREV's control such as factors affecting society in general such as lightning strike, flooding, fire, any type of delay resulting from a pandemic (such as COVID-19 and other forms of illness), labour strike, boycott or lockout, including armed conflict, in addition to strike, deprivation of legal capacity, lockout and illness among OREV's employees.

11. Ownership

Subject to any limitations imposed by mandatory provisions, OREV reserves the right of ownership in the products sold until the price including any additional costs have been paid in full to OREV or to any party to whom OREV may have assigned its right.

OREV maintains its right of ownership in the products sold also in the event of conversion or processing of these products so that this right comprises the object converted or processed to the extent this is equivalent to the value constituted by the product sold at the time it was sold.

12. Changes to these terms and conditions

OREV is entitled to make changes to these terms and conditions without prior notice.

13. Disputes

Disputes will be settled according to Danish law and any legal proceedings will be instituted at the Court of Aarhus, Denmark.

This version is a translation into English. In the event of a discrepancy the Danish version takes precedence.